

and that such sale and offering for sale was prohibited by Section 301 (m). The article was not labeled as required by Section 407 (b) (3) with (A) the word "oleomargarine" or "margarine" in type or lettering on the label at least as large as any other type of lettering on the label, and (B) a full and accurate statement of all the ingredients contained in the oleomargarine or margarine; and the article was not labeled as required by Section 407 (b) (4) in that each part of the contents of the package of the article was not contained in a wrapper which bore the word "oleomargarine" or "margarine" in type or lettering not smaller than 20 point type.

The complaint alleged further that the defendant purchased, on or about September 18, 1951, 146 cartons, each containing 66 pounds, of colored oleomargarine or colored margarine which was invoiced as "bulk butter"; that a portion of the product was printed into chips (50 cartons of 40 pounds each) and into 1-pound prints (33 cartons of 60 1-pound prints each) and labeled as butter; that the remainder of the September 18 purchase had been sold; that the defendant purchased also, on or about September 25, 1951, 188 cartons, each containing 66 pounds, of colored oleomargarine or colored margarine which was invoiced as "bulk butter"; that 100 cartons of such purchase remained in storage in their original containers for the account of the defendant and that the balance of such purchase had been sold; and that analysis of the product contained in the September 18 and 25 purchases disclosed that the product contained a mixture of butter and oleomargarine.

DISPOSITION: January 8, 1952. The defendant having consented to the entry of a decree, the court entered an order perpetually enjoining and restraining the defendant from directly, or indirectly, selling or offering for sale colored oleomargarine or colored margarine without clear identification as such, or which was otherwise in violation of Section 301 (m).

20094. Sale of colored oleomargarine as butter. U. S. v. August Food Products, Inc., and Henry August. Pleas of guilty. Fine of \$500 against each defendant. (F. D. C. No. 33727. Sample Nos. 23938-L, 23941-L.)

INFORMATION FILED: November 5, 1952, District of New Jersey, against August Food Products, Inc., Belleville and Newark, N. J., and Henry August, secretary-treasurer of the corporation.

ALLEGED VIOLATION: On or about October 3 and 9, 1951, at Newark, N. J., the defendants sold and offered for sale a number of cartons of colored oleomargarine which was labeled as butter.

LABEL, IN PART: "Highest Hanford Quality Unsalted Butter" or "Tiger Bulk Butter."

NATURE OF CHARGE: Colored oleomargarine was sold and offered for sale in violation of Section 407 (b) (3), (A) in that the word "oleomargarine" or "margarine" did not appear on the labels of the cartons containing the product; and, Section 407 (b) (3), (B) in that a full and accurate statement of all the ingredients contained in the product did not appear on the labels of the cartons (the labels of the cartons bore no statement of the ingredients contained in the colored oleomargarine).

DISPOSITION: March 27, 1953. Pleas of guilty having been entered, the court fined each defendant \$500.